

DUKE UNIVERSITY
Girls Exploring Science & Technology (GEST) – April 1, 2017
PARTICIPATION AGREEMENT

Hand in this form at the event OR mail to Sarah Loftus, 135 Duke Marine Lab Rd, Beaufort, NC 28516.

Student's Name: _____

The above named child, and the parent or legal guardian of the above named child, who is under 18 years, as a participant in Girls Exploring Science & Technology (GEST) activities, do hereby acknowledge, agree, promise and covenant with Duke University and its trustees, officers, employees, agents and all other persons or entities, and do hereby release, hold harmless and discharge Duke University and its trustees, officers, employees, agents and all others persons or entities involved with Girls Exploring Science & Technology (GEST) and Duke University from any and all liability for any I injury, death, illness, disease and damage which my child might sustain while participating in activities sponsored by or associated with Girls Exploring Science & Technology (GEST). I execute this release on behalf of and with specific intent to legally bind myself, my heirs, assigned personal representatives and estate.

Students participating in the GEST event perform hands-on activities in teaching and research spaces. Students perform activities at the Duke Marine Lab and the NOAA Beaufort Lab facilities. Projects include making paper circuits and models of sea urchins, searching for marine creatures in the marshes, observing drones, dissecting squids, using computers to make maps, etc. This list is representative of the activities in general, but is not intended to be a complete list, as activities may change due to weather, interest, availability, etc.

I hereby certify that my child has no medical conditions which will prevent normal participation in the subject event or program. I further understand and acknowledge that no medical insurance benefits will be provided for my child during this event.

I hereby certify that my child will voluntarily participate in GEST and I hereby grant permission to those appropriate personnel of GEST programming staff to seek medical assistance for my child should the same be required, recognized that no member of the GEST staff assumes responsibility for, nor do they have any liability for, the medical assistance and care which may be so selected and provided.

PLEASE READ THIS AGREEMENT CAREFULLY

IT IS A LEGAL CONTRACT AND AFFECTS ANY RIGHTS YOU MAY HAVE IF YOU ARE INJURED OR OTHERWISE SUFFER DAMAGES WHILE PARTICIPATING IN THIS ACTIVITY.

In consideration of Duke University allowing me to participate in this activity, I agree and understand the following:
RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In return for Duke University allowing me to participate in this activity and having read and understood this Participation Agreement, I hereby state that I voluntarily agree to the following:

- A. I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Duke University, its trustees, officers, employees or agents, (hereinafter referred to as RELEASEES) for any liability, claim, and/or cause of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me that occurs as a result of my traveling to and from, and participation in this activity.
- B. I agree to INDEMNIFY AND HOLD HARMLESS the RELEASEES whether injury or damages is caused by my negligence, the negligence of the RELEASEES or the negligence of any third party from any loss, liability, damage or costs, including court costs and attorneys' fees, that RELEASEES may incur due to my traveling to and from, and participation in this activity.
- C. It is my express intent that this RELEASE and HOLD HARMLESS AGREEMENT shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be

deemed as a RELEASE, WAIVER, DISCHARGE and CONVENTION NOT TO SUE the above-named RELEASEES.

- D. I hereby further agree that this Participating Agreement, Release, Assumption of Risk, Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the state of North Carolina. Further, the release, waiver, discharge and covenant not to sue as expressed in this Section 4 is given pursuant to the Uniform Contribution Among Tortfeasors Act, North Carolina General Statutes Section 1B et seq. It is my intention not only to release any and all claims against RELEASEES, but also to relieve RELEASEES from any liability to make contribution to other tortfeasors on account of any claims.
- E. If I deviate from any aspect of this activity, such deviation is purely voluntary, and I agree that RELEASEES shall not be liable or any injuries resulting or arising out of such deviation.
- F. I understand that by participating in this activity I will ASSUME THE RISK of injury and damage from risks and dangers that are inherent in any activity.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT that I have read the foregoing PARTICIPATION AGREEMENT, understand it, and sign it voluntarily.

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____ Date: _____

Photo Release

I hereby authorize and consent to the use of my child's visual image by the GEST event volunteers and sponsors for appropriate purposes, including but not limited to: still photography, videotape, electronic and print publications, social media, and websites. I give this consent with no claim for payment.

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____ Date: _____